

First Amendment to the JAVA Interlocal Agreement

Description: This is an amendment to the original interlocal agreement that created JAVA, the Joint Antelope Valley Authority. An executive summary of JAVA, its status and authority is attached. This amendment provides the logistical details for the Antelope Valley Phase 1 Priority Projects. This is to ensure that the necessary property transactions, duties, and obligations of the three Parties are fulfilled in an efficient and enforceable manner:

- 1) **Property Transactions.** The agreement provides important transition elements – including Due Diligence provisions, Maintenance, risk management, sequencing and specific improvements to establish JAVA's role as it relates to 3 general categories of Project related Property:
 - a. University/JAVA – the lands donated by the University.
 - b. DAS/JAVA – the lands donated by the State Dept. of Administrative Services – includes State Fair Park interests.
 - c. NRD – releasing interest in current underground waterway.
- 2) **Duties and Obligations.** The agreement integrates duties of the Parties with JAVA's Project implementation including specific provisions for:
 - a. Project Design and Coordination with JAVA and University Master Plan and City Comprehensive Plan
 - b. Payment to University for Project Related Expenses
 - c. Excess Lands
 - d. Vacated Streets
 - e. Redevelopment Areas
 - f. Campus Boundary
 - g. Malone Area Implementation Plan
- 3) **Legal Enforcement.** The agreement resolves coordination and timing concerns and also provides specifically for:
 - a. Mutual Cooperation
 - b. Accountability – see below.

Function: Consistent with but more detailed than the original JAVA Interlocal Agreement, the First Amendment provides the pragmatic and logistical details to begin to implement the Phase 1 Priority Projects. The amendment is needed primarily to address issues that are larger in scope or duration than JAVA's Project related involvement.

Related Items: The details are based on the structural framework of a corresponding JAVA Administrative Resolution. The Administrative Resolution sets forth the working definitions and basic framework for implementing the Phase 1 Priority Projects. In preparing the Administrative Resolution, the Parties learned additional details were necessary in the interlocal agreement between the parties.

Accountability:

- 1) Budget, JAVA's budget based on "not to exceed" individual budgets of 3 Parties
- 2) State Grant Escrow – Project funds are tracked through City Finance
- 3) Obligations run with the Land – Maintenance and Risk of loss provisions cover time periods before JAVA projects begin.



Joint Antelope Valley Authority

EXECUTIVE SUMMARY
SPRING 2002

JAVA

- A. JAVA -- The Joint Antelope Valley Authority brings a group of government agencies together to complete the Antelope Valley Project.
- B. JAVA was created by an interlocal agreement between
 - a. the City of Lincoln,
 - b. the Board of Regents of the University of Nebraska, and
 - c. the Lower Platte South Natural Resources District.
- C. JAVA has its own 3 member public board (one from each of the above) and is accountable to the public as a separate entity.
- D. JAVA only finishes what the Parties have already started.
 - a. The Antelope Valley Project has been in the conceptual planning and design stage for more than 10 years.
 - b. JAVA came as a result of the Antelope Valley Project's conceptual planning and development:
 - i. Since the Project directly involves property and improvements of all its members and impacts almost every other government agency in Lincoln, many were concerned that turf fights and bureaucracy would cause needless delays, extra cost, and public confusion about accountability for the Project.
 - ii. JAVA was formed to streamline the process and clearly identify the head of the project.
 - iii. JAVA also gives the members and participating agencies built-in accountability so that each can rely on the financial and administrative support of the others.
 - c. The Project does not require the Parties to use JAVA to complete the Project.
 - i. To this point, each party to JAVA has helped complete a vast amount of preparation without utilizing JAVA.
 - ii. The Amended Draft Single Package (see attached map) has been researched, designed, and prepared prior to the formation of JAVA.
- E. Preparation and Implementation Periods. There are 2 Periods provided in the agreement -- Preparation and Implementation.
 - a. The two Periods allowed JAVA to complete the preparation and planning activities while preserving the required federal review prior to full implementation of the project.
 - b. JAVA is now functioning under the Implementation Period as the final record of decision from the Federal Highway Administration was received on October 31, 2001 and implemented by all Parties effective Dec. 21, 2001. (Res. A-80526 EO 63723)

- F. JAVA's Authority includes the power to:
 - a. Conduct public information and review;
 - b. Complete project design;
 - c. Receive gifts, grants, bequests, devises, exchanges, and appropriations; and
 - d. Contract and Purchase;
 - e. Acquire property including by condemnation if necessary;
 - f. Relocate impacted residences, businesses and structures;
 - g. Conduct or contract demolition;
 - h. Lease or purchase material and equipment;
 - i. Conduct or contract pre-construction activities; construction and construction management;
 - j. Mitigate adverse impacts and conditions;
 - k. Conduct or contract utility relocation and installation; and
 - l. Other necessary and incidental powers.
- G. Effect of the JAVA agreement
 - a. To make the group members work and function as one to complete the project.
 - b. Provide "built-in" public accountability structures:
 - i. Unanimous vote required to act 4.02.3.6
 - ii. City Public Works Director is the project manager 4.02.3.7
 - iii. JAVA Is Public 4.02, 4.02.3.2
 - iv. Financial Plan/Budget Section 6
 - 1. Best efforts to fairly fund 6.01.2.
 - 2. JAVA recommends annual funding 6.03.
 - 3. Each member annually budgets JAVA funds.
 - 4. Not to Exceed approach -- over budget requires approval.
 - 5. JAVA cannot levy taxes 6.02.4 or bond the credit or revenues of any partner 4.05.8.
 - v. Citizen Implementation Committee 4.03.3
 - vi. Other government agencies and Railroads are ex-Officio members 4.02.3.9
 - vii. No ongoing maintenance by JAVA (Completed improvements are transferred to appropriate parties) 4.05.7

- H. The Antelope Valley Project
 - a. The Project is headlined by an exciting new open channel development to open Antelope Creek from Antelope Park all the way to Salt Creek -- offering Lincoln lifestyle by the water.
 - b. Antelope Valley will help improve Lincoln's dynamic community by creating a pleasing waterfront as the centerpiece of a complete infrastructure and revitalization project.
 - c. There are 3 major components of the Project
 - i. Transportation
 - 1. Roads
 - a. E-W roadway & N-S Roadway Y to Military
 - b. Y St.
 - c. Vine Street
 - d. Military Road
 - e. Q St. to Y St.
 - f. K St. to Q St.
 - 2. Connections and Railroad Crossings
 - 3. Bridges
 - a. O street
 - b. N, P, & Q streets
 - c. East Leg of E-W Roadway
 - d. J Street
 - e. South Street
 - ii. Storm Water
 - 1. Open Channel – Antelope Creek from J St. (Antelope Park) to Salt Creek
 - 2. BNSF bridge
 - 3. Reduced Flood Plain
 - iii. Community Revitalization.
 - 1. Northeast Community Park
 - 2. Downtown Community Park
 - 3. Trago Park Expansion
 - 4. Redevelopment Plans
 - a. East Downtown Redevelopment Plan
 - b. Neighborhood Redevelopment Plan
 - 5. Trails
 - 6. Relocation Assistance
- I. Economic Benefits = \$745 Million dollars (Oct. '00 Arter Group Study)
 - a. The benefits are almost equally divided with a significant amount (\$302 M) attributed to research expansion in the University, and the remainder (\$343 M) attributed to the infrastructure and revitalization improvements.
 - b. The Project is budgeted to cost approximately \$230 Million.